KADUR FOREST DIVISION.

Abstract Notification dated ... May 1940.

The attention of the public is invited to the following detailed notifications calling for tenders published on pages 1207-1212, Part VI of the *Mysore Gazette*, dated 30th May 1940.

(1) Tender for the preparation of sandalwood in Chikmagalur Koti during 1940-41.
(2) Tender for timber carting, felling and preparation in the several Ranges of the Division during 1940-41.
(3) Tender for the collection, rough dressing and carting of dry sandalwood, ground-hidden roots from several Ranges to Chikmagalur Sandal Koti during 1940-41.
(4) Tender for carting of prepared sandalwood from Chikmagalur Sandal Koti to the Railway Station at Kadur for desptach to Sandal Oil Factory, Mysore, or Sandal Koti at Bangalore.

Place and date of receiving tender .. District Forest Office, Chikmagalur, on 18th June 1940.

B. T. THIMMARAYAPPA,
District Forest Officer.

CHITALDRUG DISTRICT.

Notification dated 29th May 1940.

It is hereby notified for the information of the public that the right of quarrying building stones and slabs in the State Forests, Reserved lands, Plantations and Amrit Mahal Kavals of the Chitaldrug District from the date of confirmation of sale till the end of June 1941, will be sold in auction by the District Forest Officer or the Forest Range Officer concerned.

N.B.—The sale will commence at 2 P.M. each day.

Locality	Place of sale	Date of sale
1. Chellakere State Forest and Chellakere Plantation.	Chellakere Travellers' Bungalow.	24th June 1940.
2. Varavu Amrit Mahal Kaval		
3. Ulluvarti Kaval		
4. Doddachellur State Forest		
5. Obenahalli State Forest		
6. Pagadalbande Amrit Mahal Kaval ..		
7. Arakere State Forest	Malebennur T.B. ..	19th June 1940.
8. Garga Kaval Forest	Range Forest Office, Holalkere	21st June 1940.
9. Devargudda Forest	Hosdurga T.B. ..	24th June 1940.
10. Janakal State Forest	Hunsekatte Forest Lodge ..	20th June 1940.
11. Nirthadi State Forest	Jagalur T.B. ..	24th June 1940.
12. Anabur State Forest	Range Forest Office, Chitaldrug.	26th June 1940.
13. Balanbande-Jogimatti Forest		

Conditions of Sale.

1. Each bidder must deposit Rs. 25 as earnest money before he is allowed to bid.
2. At the close of the sale, the sale amount in full with cesses should be paid deducting the earnest money paid by the highest bidder and the earnest money tendered by the unsuccessful bidders will be returned.
3. Within seven days after the receipt of intimation of the confirmation of sale, the highest bidder should deposit 25 per cent of the sale amount as security deposit and execute a bond on 10 annas stamp paper. Failure will involve the cancellation of the lease and forfeiture of all moneys paid and resale of the lease held at the risk of the original purchaser.
4. The lease should not be sublet without the written permission of the District Forest Officer, Chitaldrug.
5. The lessee should keep an account of stones quarried and render monthly accounts to the Rang Officer concerned.
6. No damage should be done to the tree growth or grass by cutting or burning it and if done, he shall pay a fine of Rs. 10 per tree or per acre damaged.

SALE OF GRASS.

Notification dated 29th May 1940.

It is hereby notified for general information that the right of harvesting grass crop in the undermentioned Plantations and State Forests of the Chitaldrug District up to end of June 1941, will be sold by public auction on the dates and at the places specified against each plantation or forest by the District Forest Officer or the Forest Range Officer subject to the confirmation by the Conservator of Forests, Shimoga, when the value exceeds Rs. 500.

N.B.—The sale will commence at 2 P.M. each day.

Name of taluk	Name of plantation or forest	Area	Distance from taluk head-quarters or Railway Station	Place and date of sale
Harihar ..	Ramanakatte Plantation ..	..	12 miles ..	Malebennur 19th June 1940.
Davangere ..	Hunsekatte do ..	..	20 ,, ..	Hunsekatte 20th June 1940.
Holalkere ..	Gargakaval do ..	..	4 ,, ..	Holalkere, 21st June 1940.
Hosdurga ..	Madhure do ..	..	6 ,, ..	Hosdurga T.B., 24th June 1940.
Molakalmuru ..	Jalipente do ..	..	15 ,, ..	Rampur T.B. 19th June 1940.
Do do ..	Molakalmuru do ..	..	1 mile ..	Molakalmuru, 20th June 1940.
Do do ..	Hireadvi do ..	..	1 ,, ..	Molakalmuru, 20th June 1940.
Do do ..	Kamarakaval fenced area.	..	15 miles ..	Bommagondan-kere, 21st June 1940.

2. The successful bidder will be required to deposit 25 per cent of the purchase money, soon after the sale is closed and to pay up the balance together with the Local cess at one anna per rupee, Railway cess at six pies per rupee and Education cess at six pies per rupee on the whole amount within seven days from the date of confirmation of the sale, failing which the deposit shall be forfeited to Government and the right resold at the risk of the first purchaser who will not participate, however, in any gain but will make good any loss sustained by Government by such resale, the deficit being recoverable as a revenue demand under Section 79 of the Mysore Forest Act. License to begin collection will be issued immediately after the confirmation of the sale and on the full payment of the sale amount together with the cesses thereon.

3. The purchaser shall not sublet the harvesting without previous sanction of the Conservator of Forests. When such sanction is accorded, the sub-lessee will be bound by all the terms and conditions of the sale jointly and severally with the orignal purchaser. The purchaser shall furnish a list of men allowed to enter the plantation, etc., to cut and remove grass and shall hold himself responsible for breach of any of the Forest Rules and for the occurrence of fire in the plantations, etc., due either to himself or his men, which will be dealt with under the provisions of the Mysore Forest Act. He shall deposit a sum equivalent to 10 per cent of the purchase money for the fulfilment of the lease and shall execute an agreement for that purpose.

4. The purchaser shall not scrape or dig the grass in the plantations, but shall only cut and remove it.

5. The grass crop in the plantations and the Forests will be allowed only to be cut and removed between sunrise and sunset up to the end of the period stipulated, *viz.*, end of June 1940. No grazing or storage of grass will be allowed in them.

6. The purchaser shall not interfere with any forest operation, such as planting, sowing and felling that the Forest Department may wish to conduct in the leased area. Should any damage be caused by such operations to the grass crop, he shall not be entitled to any compensation.

7. In the event of breach of any of the conditions specified in the sale notice or agreement, the lease is liable to be cancelled, all the produce collected, confiscated and a penalty not exceeding Rs. 25 levied and recovered as an arrear of land revenue by the District Forest Officer and the Security Deposit or part thereof forfeited.

Notification dated the 28th May 1940.

It is hereby notified for general information that the exclusive right of collecting and removal of Kankari Lime Stone from the Kudurekanive State Forest and its extension of Hiriyur Range,

during the current year ending 30th June 1941, will be sold by public auction by the District Forest Officer, Chitaldrug District, or the Range Forest Officer, Hiriyur Range, on the dates and places noted below.

The sale will commence at 2 P.M.

Locality comprised in	Date of sale	Place of sale	Remarks
1. Thammadihalli Working Circle, about 3 square miles of Kudurekanive State Forest.	28th June 1940	Sreerampura.	
2. Kadavegere do	Do		

1. Each bidder should either deposit a sum of Rs. 50 in currency notes as earnest money or the probable value of the produce as estimated by the sale conducting officer, whichever is less, before the sale commences for being allowed to bid thereat. This will, however, be returned to the unsuccessful bidders after the close of the sale.

2. The bidder should produce a certificate from the Amildar of the Taluk in which he resides in regard to his solvency and its extent, before he is permitted to bid.

3. The successful bidder shall immediately after the close of the sale credit into the Government Treasury the full sale amount inclusive of the deposit already made, together with Local, Railway and Education cesses, on the entire lease amount, at the rates prevailing in the District.

In default, the deposit will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by it; but he will have no claim to any surplus accruing therefrom. In the case of any loss to Government thereby, the amount shall be recoverable as an arrear of land revenue.

4. Within 15 days of the intimation of the sanction of the sale, the purchaser shall execute an agreement on a stamped paper of proper value procured at his own cost, embodying the conditions noted below:—

(*a*) The lessee, his maistries or servants shall not unnecessarily cut or injure any tree, in any way on the plea of collecting the produce.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others, without the previous sanction of the District Forest Officer. If any sub-lessees are approved, such sub-lessees shall not further sublet it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee, must take a permit from the Range Officer before they enter the State Forest.

(*e*) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and Officers of the Revenue and the Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(*f*) The lessee or sub-lessee shall render every month to the District Forest Officer an account of the number of cart-loads of the produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licences and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case each load must be covered by a pass. The licences and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer impressed thereon. Duplicate copies of these will be submitted to the Range Officer on the day on which the licence or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Officer and a fresh supply obtained, if necessary.

N.B.—Forest Forms Nos. 84 and 85 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by their workmen and shall prevent the occurrence of fires in the forest in which they may be working, and render prompt assistance in extinguishing such fires, as may break out accidentally. They will be liable also under the Forest Act irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove out of the limits of the Forest before the 30th June 1940, all the produce collected and stored under the terms of the lease.

Neither the lessee or sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.

(*k*) No damage will be caused to the trees or any Forest growth in the State Forest while collecting the produce. Any such damage will be assessed by the Forest Ranger and this when approved by the District Forest Officer, shall hold good, the District Forest Officer's decision in the assessment of damages being final. All damages ordered under this rule will be recovered if necessary from the security deposit of the lessee.

(*l*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

(*m*) The lessee will furnish one-fourth of the sale amount as security for the fulfilment of his contract which will be in the shape of Government Savings Bank account pledged in favour of the District Forest Officer.

5. In the event of the breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the District Forest Officer or the Conservator of Forets, Shimoga, as the case may be.

In the case of mere forfeiture of the deposit amount in part or in full, the difference will be made good immediately by the contractor and if not, the lease will be cancelled and resold at the risk of the original purchaser who will be liable for any loss which will be recoverable as an arrear of land revenue, but shall not participate in any profits.

Notification dated 29th May 1940.

It is hereby notified for general information that the grazing right of cattle, which term includes only cows or bullocks, buffaloes and sheep (goats being excluded) in the undermentioned plantations (*i.e.*, State Forests) of this District up to end of June 1941 will be sold by public auction on the dates and at the places specified against each, by the District Forest Officer, Chitaldrug, or by the Range Forest Officer concerned, subject to the confirmation by the Conservator of Forests when the sale amount exceeds 500 rupees. The sale will commence at 2 P.M. each day and if it is not concluded on the same day it will be continued on the next day :—

Name of taluk	Plantation of Forests	Place of sale	Date of sale
Chitaldrug ..	Neralgundi Plantation	Chitaldrug Range Forest Office.	26th June 1940
Chellakere ..	Chellakere Plantation	Chellakere T. B. ..	24th June 1940

N.B.—The lessee or the purchaser shall have no power to question the right of grazing of cattle free or at concession rates conceded as per Forest Settlement and Government Orders which will be regulated by the Department.

2. No person will be allowed to bid unless he deposits with the sale conducting officer a sum of Rs. 10 only as earnest money which in the case of all unsuccessful bidders will be duly returned immediately after the sale.

3. The successful bidder shall immediately after the close of the sale, pay one-quarter of the sale amount including the deposit already made together with the Local and Education cesses and Railway cess at two annas in the rupee on the sale amount. In default, the deposit will be forfeited and the right resold which will be at the risk of the defaulting purchaser, who will be liable to make good any loss that may result to Government but shall have no claim to any surplus accruing therefrom. Such losses shall be recoverable as an arrear of land revenue under Section 79 of the Forest Act.

4. The balance of the three-fourths of the sale amount shall be remitted to the nearest Government Treasury before the sunset of the 7th from the date of confirmation of the sale and the lessee shall execute an agreement abiding by the terms of the sale. If that day happens to be a Government holiday, the said amount must be credited to Treasury before the sunset of next office day, failing which the sale will be cancelled and the resale held at the risk of the original purchaser as detailed in para 3 above.

"Interest at 6¼ per cent per annum will be levied on all arrears of amounts which are permitted to be paid after the due date."

5. The purchaser shall not sublet the lease without previous sanction of the District Forest Officer or the Conservator of Forests. When such sanction is accorded, the sub-lessee will be bound by all the terms and conditions of the sale jointly with the original purchaser. The purchaser shall furnish a list of men allowed to enter the Forest and shall hold himself responsible for breach of any of the Forest Rules and for the occurrence of fire in the Plantation or Forest due either to himself or his men, which will be dealt with under the provision of the Mysore Forest Act.

6. The grazing will be permitted only between sunrise and sunset up to end of the period stipulated *viz.*, 30th June 1940. No scraping or digging of grass is permitted.

7. The purchaser shall not interfere with any forest operation, such as planting, sowing and felling as the Forest Department may wish to conduct in the leased area ; should any damage be caused by such operations to the grass crop, he shall not be entitled to any compensation. He shall not graze in the area under cultural operations.

8. The lessee will be permitted to graze his cattle in the leased area only after the payment of the sale amount in full on such days as may be prescribed by the District Forest Officer.

9. Cattle that may be found grazing in the leased area before payment of the lease amount will be liable to be impounded.

10. In the event of a breach of any of the conditions specified in the sale notification, the lease is liable to be cancelled and a penalty not exceeding Rs. 25 levied and recovered as an arrear of land revenue by the District Forest Officer for every offence.

Notification dated 29th May 1940.

SALE OF HONGE.

It is hereby notified for general information that the exclusive right of collecting the Honge seeds and leaves in the Government unoccupied lands, Amrit Mahal Kavals, Reserved lands and Plantations of the District up to end of June 1942 will be sold Talukwar by the Distritc Forest Officer or Range Forest Officer concerned on the dates noted against them.

Name of Taluk	Date of sale	Place of sale	Remarks
Molakalmuru	20th June 1940	Molakalmuru Range Office	
Jagalur	24th June 1940	Jagalur T.B.	
Chitaldrug	25th June 1940	Range Office, Chitaldrug	The lease is for a period of two years from 1st July 1940.
Challakere	25th June 1940	Chellakere T.B.	
Hosdurga	25th June 1940	Hosdurga T.B.	
Hiriyur	26th June 1940	Range Office, Hiriyur	
Holalkere	26th June 1940	Range Office, Holalkere	
Davangere	27th June 1940	Davangere T.B.	
Harihar	28th June 1940	Harihar T.B.	

1. The auction sale will commence at 2 P.M. and if it is not concluded on the same day, will be continued on the next following day.

2. Defaulters on account of previous leases will not be permitted to bid.

3. Intending bidders must be in possession of a certificate from the Amildar of the taluk in which they reside, vouching for their solvency. No person will be allowed to bid in the absence of such certificate.

4. No person will be allowed to bid unless he has deposited with the officer holding the sale a sum of Rs. 10, which must be deposited in the form of currency notes. The deposits of unsuccessful bidders will be returned, *i.e.*, immediately after the sale.

5. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder subject to the confirmation of the District Forest Officer or the Conservator of Forests, as the case may be, who at his discretion, may accept or reject the highest or any other bid without assigning any reason therefor.

6. The successful bidder shall, at the close of the sale, credit into the District Treasury or in any Taluk Treasury, the entire sale amount, including the deposit already made, together with Local Cess at one anna per rupee, Eduation Cess at six pies per rupee and Railway Cess at six pies per rupee. In default, the deposit will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser, who will be liable to make good any loss that may result to Government by it, but will not participate in any profit accruing therefrom.

N.B.—If the deficit is not paid, it will be recovered as a revenue demand.

7. If the sale is not confirmed, the amount will be refunded.

8. The accepted bidder shall execute an agreement within fifteen days of the intimation of the confirmation of the sale, binding himself to observe the conditions hereunder mentioned duly furnishing a security deposit equal to one-fourth of the sale amount. In default, the acceptance of the bid will be revoked, the money already paid forfeited and the right resold.

Further conditions to be entered in the agreement are:—

(*a*) The lessee shall hold himself responsible for the cutting or injuring of any other trees on the plea of collecting the produce. The lessee shall be held personally responsible for the acts of his agents or servants.

(*b*) The lessee shall furnish a list of sub-contractors, agents or servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the District Forest Officer or the Conservator of Forests.

(*d*) The coolies employed by the lessee must take permission from the Range Officers before they enter State Forests.

(*e*) The lessee shall keep and render accounts every month to the District Forest Officer of the produce collected and removed by him or his agents during the month. His accounts

will be liable for the inspection of the Conservator of Forests or the District Forest Officer or by any other officer deputed by either of them.

(*f*) The lessee, his agents or servants shall render all possible help in preventing the occurrence of fires in forests in which he or they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*g*) The lessee shall remove out of the limits of the Forests all produce collected and sold under the terms of the lease before the close of the official year.

(*h*) Neither the lessee nor his servants shall enter the State Forests either before sunrise or after sunset.

(*i*) The lessee is allowed to collect the Honge seeds and leaves in the Amrit Mahal Kavals only after the cattle have grazed and left the Kaval.

9. In the event of the breach of any of the above conditions, the lease will be liable to be cancelled and the lessee fined to the extent of Rs. 100 which will be recovered as an arrear of revenue demand.

Notification dated 31st May 1940.

Notice is hereby given that sealed tenders will be received at the Office of the District Forest Officer, Chitaldrug, up to 2 P.M. on the 24th June 1940 for the purchase of the exclusive right of collecting Minor Forest Produce on all the Government unoccupied lands, Amrit Mahal Kavals, State Forests, Reserved lands and Plantations for a period of two years from 1st July 1940 to end of June 1942 in the following Taluks of the District.

1. Molkalmuru.
2. Hiriyur.
3. Hosdurga.
4. Chitaldrug.
5. Chellakere.
6. Jagalur.
7. Holalkere.
8. Davangere.
9. Harihar Sub-Taluk.

(2) Excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Kandayam lands and other lands which are in the occupancy of private individuals as well as Village "Amarayi" which is sold separately by the Amildar in the Revenue Department.

Village Amarayi consists of the following ten kinds of produce found in the assessed waste, gomal, kharab lands, gavatana and other lands set apart for communal purposes:—

(1) Hunse, (2) Mavu, (3) Seege, (4) Cocoanut, (5) Hippe, (6) Neralu, (7) Halasu, (8) Jali (9) Honge seeds and leaves and (10) Byala.

N.B.—(*a*) The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken for cultivation during the currency of the lease.

2. The lessee shall not interfere with any forest operation such as planting, sowing, thinning and felling, etc., that the Forest Department may wish to conduct in the leased area. Should any damage be caused to Minor Forest Produce by such operations he shall not be entitled to any compensation.

Description of produce.

Seege kayi	Kan cardamom	Maddi
Gum	Masani buds	Chilladabija
Honey	Halmaddi	Chagachebija
Bees-wax	Hulgal seeds	Guggala
Kapilarang	Cinnamon seeds	Neem seeds
Gerubija or marking nut	Vatehuli	Cashewnut
Wood apple	Bende fibre	Pappalichekke
Lichens	Wild olive	Hippe seeds
Maradipoppu or charpoppu	Silk cotton	Mango fruits
Horns	Kirchal (State Forest)	Kalluhuvu
Hides	Bendu (do)	Makliberu (State Forest)
Tarikayi	Linseed	Sogadeberu (do)
Kanchagache	Bolar bark	Kakkekayi
Gallnut	Pot stone	Somechekke
Antavaladakai	Rampatre or kanpatre	Lebi fruit
Guricharlu	Jungle saffron	Inglara
Wild castor seeds (State Fts.)	Patanga	Nili seeds
Kan pepper	Bones	Nux-vomica

* Tamarind will be sold as an independent item and should be tendered for separately.

1. Each tender should be superscribed "Tender for the purchase of Minor Forest Produce" and should be accompanied by a deposit of Rs. 50 in currency notes which will be returned in the case of unsuccessful tenderers. Each tenderer should produce a solvency certificate from the Amildar of the taluk in which he resides in the form prescribed by Government in regard to his solvency, and its extent.

2. Names and addresses of the tenderers should be clearly and distinctly furnished in the tenders.

3. Tenders from defaulters on account of previous leases will not be accepted.

4. The highest tenderer shall ordinarily be the purchaser. The Conservator of Forests, Shimoga, reserves to himself the right to accept or reject the highest or any other tender without assigning any reason therefor.

5. Within three days of the acceptance of the tender, the purchaser shall credit into the Government Treasury, one-quarter of the total lease amount including the deposit of Rs. 50 together with local, railway and other cesses, *on the full lease amount* at the rates prevailing in the district. In default, the acceptance of the tender will be cancelled, the deposit already made will be forfeited and the right resold either by auction or inviting tenders. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by it, but will have no claim to any surplus accruing therefrom. Such losses shall be recoverable as arrears of land revenue.

6. Tenderers who are not residents of Mysore State and who do not possess unencumbered property in Mysore State at least to the extent of the rentals of the lease units for which they have offered tenders should, within three days of acceptance of tenders, either deposit with the District Forest Officer in whose jurisdiction the lease units exist, half the amount of the accepted tenders to the nearest hundred rupees, inclusive of the initial deposit of Rs. 50 as earnest money together with local, railway and other cesses on the full lease amount at the rates prevailing in the district or they should produce a local surety fully solvent to the extent of the amount of the accepted tenders, in addition to the payment of the lease amount and cesses as per clause (5). The bond to be executed by the surety should be on a stamp paper, the stamp payable being governed by the provisions of the Stamp Act. In the former case the remaining amount of the lease must be paid, before the expiry of half the period covered by the lease, in two equal half-yearly instalments.

7. Within fifteen days of the date of intimation of the confirmation of acceptance of tenders, the successful tenderer shall execute an agreement, at one for each unit, with one or more sureties to the satisfaction of the District Forest Officer concerned on a stamped paper of the value of ten annas procured at his own cost, and also furnish security deposit of Rs. 500 or one-quarter of the lease amount, whichever is less, for each unit for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit. In default either to execute the agreement with the necessary sureties or to furnish the requred security or both, the contract shall be cancelled, all the moneys already paid forfeited to Government and the right resold at the defaulter's risk. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered from him as arrears of land revenue.

Note.—(i) The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(ii) A sample form of the agreement may be seen at any of the District Forest Offices

8. The balance of three-fourths of sale amount will be paid in three equal instalments as follows:—

First khist	on or before	1st February 1941.
Second "	do	1st May 1941.
Third	do	1st February 1942.

In default to pay the instalments on due dates, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom, which shall be recovered as an arrear of land revenue, under Section 79 of the Mysore Forest Act, or any other law in force for the time being.

Further conditions to be entered in the agreement are:—

(*a*) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sublet it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(*e*) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forst Officer of and above the rank of a Ranger having jurisdiction within the area referring to the leases, and the Officers of the Revenue and the Police Department of and above the rank of an Amildar or Police Inspector, respectively.

(*f*) The lessee or sub-lessee shall render every month to the District Forest Officer, an account of the number of cart-loads of the produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer, on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

Note.—(1) Forest Forms 84 and 85 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Act, irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove out of the limits of the taluk before the 30th June 1942, all the produce collected and stored under the terms of the lease.

(*j*) Neither the lessee nor sub-lessee, nor his employees, shall enter the State Forests either before sunrise or after sunset.

(*k*) No collection of the Minor Forest Produce will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*l*) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.

(*m*) The lessee or sub-lessee has no right to the produce or trees on occupied lands and the village Amarai as detailed in para 1 above.

(*n*) No damage will be caused to the trees while collecting the Minor Forest Produce, any such damage will be assessed by the Range Forest Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(*o*) The lessee or sub-lessee shall hold responsible himself for the acts of his agents or servants in the business of collection and transport.

(*p*) Interest will be charged at 6¼ per cent per annum on all belated payments.

12. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the District Forest Officer, the Conservator of Forests, Shimoga, or the Chief Conservator of Forests, as the case may be. In the case of mere forfeiture of the deposit amount, in part or in full, the difference will be made good immediately by the contractor, and if not the lease will be cancelled and resold at the risk of the original purchaser, who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

L. SRINIVASA MURTI,
District Forest Officer.

ENGINEERING DEPARTMENT

BUILDINGS DIVISION, BANGALORE.

Abstract Notification dated 16th May 1940.

The attention of the public is hereby invited to the detailed Notification, calling for tenders for constructing four special wards in New Mental Hospital, Bangalore, published on pages 1154-1156, Part VI on the *Mysore Gazette*, dated 23rd May 1940.

The last date of tender is 8th June 1940.

M. K. RAJAM IYENGAR,
Executive Engineer.

KOLAR DIVISION.

Abstract Notification dated 19th May 1940.

The attention of the public is invited to the detailed Notification, dated 18th May 1940, published on pages 1213-1215, Part VI of the *Mysore Gazette*, dated 30th May 1940, *re* tenders for Restoring and Raising the capacity of Bachimakalapalli Doddakere, Register No. 626 in Mulbagal Taluk.

The last date for lodging of tender is 8th June 1940, up to 2 P.M.